

Amendment 137 **Contract No. 229944**

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 137 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 27th day of April, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the Preliminary Analysis necessary to develop a proposal to implement product changes with an effective month. This work is performed per RFCS-RFI-624 *Effective Date for Product Changes* (per the Agencies' response dated April 8, 2011).
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the Preliminary Analysis which will include:

- (a) Verify with the Agencies the scope of the requirements. To support requirement confirmation, the Contractor will submit a set of questions to the Agencies for their review and response.
- (b) Schedule one meeting with the Agencies to confirm the screen layouts and any business rules or decision processing that is required.

1.2 The Contractor will present a written response to the Agencies that will include the following deliverables:

- (a) A statement of requirements
- (b) A solution proposal, including screen mock-ups. In the event it is determined that there are multiple options available, these will be presented in the solution.
- (c) A detailed estimate for the solution, and an initial schedule impact
- (d) A summary of any identified issues, risks or system constraints that need to be considered in the agreed solution or limit the proposed solution
- (e) A list of configurable items that will be modified or added for the proposed change
- (f) A description of any waivers that will be requested by ERG in order to perform the work

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 137

To perform Preliminary Analysis to develop a proposal to implement product changes with an effective month.	
TOTAL	\$6912

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Thirty-seven shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____

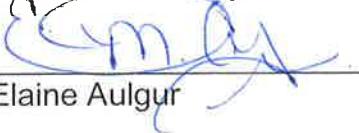
Its: _____

Date: _____

The Agencies

By: Candace Carlson
Their: ORCA Operations Manager
On behalf of the Agencies
Date: April 27, 2011

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:


Elaine Aulgur

25-Apr-11
Date

In the presence of:


Witness Signature

25-APR-11
Date

Witness name: Patty Hazard